

PROGRAMMATIC AGREEMENT

**AMONG THE
STATE OF UTAH HOUSING & COMMUNITY DEVELOPMENT DIVISION,
UTAH STATE HISTORIC PRESERVATION OFFICE,**

AND THE

ADVISORY COUNCIL ON HISTORIC PRESERVATION

**REGARDING THE ADMINISTRATION OF THE
UTAH SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG),
HOME INVESTMENT PARTNERSHIP (HOME),
EMERGENCY SOLUTIONS GRANT (ESG),
AND
HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) PROGRAMS**

WHEREAS, the State of Utah, Housing & Community Development Division (STATE) proposes to administer CDBG, HOME, ESG and HOPWA programs with funds allocated by the Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to 24 CFR Part 58, HUD has delegated the responsibility for compliance with the requirements of Section 106 of the National Historic Preservation Act to recipient State agencies and local Participating Jurisdictions receiving funds from the Small Cities CDBG, HOME, ESG and HOPWA programs; and

WHEREAS, the STATE has determined that the implementation of the Small Cities CDBG, HOME, ESG and HOPWA programs may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places (National Register) pursuant to Section 106 of the National Historic Preservation Act, 54 U.S.C. §306108; and

WHEREAS, the STATE, the Utah SHPO, and the COUNCIL have determined that the STATE can more effectively fulfill its Section 106 review responsibilities for CDBG, HOME, ESG and HOPWA programs activities if a programmatic approach and to identify programs activities which can be excluded from the Section 106 review because they have limited potential to adversely affect historic properties; and

WHEREAS, the STATE intends to comply with the principles identified in the COUNCIL's Affordable Housing Policy Statement (November 9, 2006) and other policy statements set forth in this Programmatic Agreement, and

WHEREAS, the STATE can assist HUD in completing its Environmental Review requirements for other HUD activities; and

WHEREAS, the SUB-RECIPIENTS of State funds that may assume responsibility for complying with Section 106 include non-profit organizations, Community Housing Development Organizations (CHDO's), and local units of government identified as non-participating jurisdictions; and

NOW, THEREFORE, the STATE, the Utah SHPO, and the COUNCIL agree that the Utah Small Cities CDBG, HOME, ESG and HOPWA programs shall be administered in accordance with the following stipulations to satisfy the State's Section 106 responsibilities for all individual undertakings of the program.

STIPULATIONS

The STATE will ensure that the following measures are carried out:

I. ADMINISTRATION OF THE PA

- A. The STATE shall be responsible for providing oversight of the PA and will employ or enter into a contract with qualified professionals that meet the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9) to carry out reviews related to their profession that are required under the terms of the Programmatic Agreement. The STATE will consult with the SHPO during the selection of qualified professionals.
- B. The STATE shall be responsible for consulting with SUB-RECIPIENTS and ensure the provisions of this PA apply to its SUB-RECIPIENTS.

II. EXEMPT ACTIVITIES

- A. If the STATE determines that CDBG, HOME, ESG and HOPWA program activities will involve properties less than fifty (50) years old or CDBG, HOME, ESG and HOPWA activities are limited solely to those included in Appendix 1, no further review is required, including evaluation of the property for National Register eligibility.
- B. If a property has been determined to be ineligible for inclusion in the National Register within the last five (5) years from the date the STATE receives application for funding for a project, then no review is necessary under this PA.

III. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES

- A. Identification of Historic Properties (Structures): STATE shall consult with the SHPO to identify historic properties within the CDBG, HOME, ESG and HOPWA programs activities' area of potential effect (APE) as set forth in 36 CFR Section 800.16(d). At a minimum, the STATE shall review the current listing of the National Register and the Utah SHPO Historic Buildings Database. When the STATE determines in consultation with the SHPO that additional information is required to adequately assess the presence of historic properties, the SUB-RECIPIENT shall work with the STATE to collect additional information that is responsive to the nature of the undertaking.

B. Identification of Historic Properties (Archaeological): The STATE shall ensure that any vacant parcel or open areas within developed parcels proposed for ground disturbing development (to include excavation for footings and foundations; installation of utilities such as sewer, water, storm drains, electrical, gas, leach lines, and septic tanks), shall be assessed for potential to contain archaeological historic properties. Assessment could include, but is not limited to a historic document research, Class I archaeological literature review, and/or Class III Intensive archaeological survey of the subject parcel. All work must be completed by an archaeologist meeting the Secretary of Interior Standards (48 CFR 44734-37), and that person must hold a Utah State Principal Investigator Permit. All documentation and a formal determination will be provided to the Utah SHPO for comment and review.

C. Evaluation of National Register Eligibility:

1. **ELIGIBLE**: If the STATE identifies properties fifty (50) years of age or older within the APE or target areas which are not included on the National Register and are not listed in the Utah SHPO Historic Buildings Database, that property will be treated as eligible and dealt with in accordance with the Programmatic Agreement; unless an ineligible determination is made in accordance with Stipulations III.C.2 of this agreement.

2. **INELIGIBLE**: Should the STATE make a determination of ineligible for a property 50 years or older, the STATE shall notify the SHPO and include adequate documentation. The SHPO shall notify the STATE whether it concurs or objects to the STATE'S determination of ineligibility within 30 days following receipt of documentation. If the SHPO fails to respond within 30 days, the SHPO will be deemed to concur with the STATE'S determination.

3. Should the STATE disagree with the SHPO's findings regarding the eligibility of a property, the STATE shall obtain a formal determination of eligibility from the Keeper of the National Register in accordance with 36 CFR section 800.4(c) and notify the SHPO accordingly.

4. The STATE may submit eligibility determinations for properties to the SHPO concurrently with proposed treatment plans to expedite the Section 106 review. The SHPO shall provide written comments to the STATE within 30 days following receipt of adequate documentation.

IV. TREATMENT OF HISTORIC PROPERTIES

A. Properties listed on the National Register, eligible for listing on the National Register, and/or which have been determined to meet the National Register criteria in accordance with Stipulation III shall be treated in accordance with Stipulations IV.B through IV.E and VI.

B. Rehabilitation: The STATE shall ensure that work write-ups or plans and specifications for all rehabilitation activities not listed as exempt in Appendix I are developed in accordance with the

recommended approaches in *The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (Standards).

1. In cases where the STATE makes a determination of No Historic Properties Affected, it shall notify the Utah SHPO of its determination. Unless the SHPO objects within twenty-one (21) days the STATE may proceed with project implementation.
2. In cases where the STATE determines, after consultation with the State's Preservation professional that an undertaking will have "No Adverse Effect" on Historic Properties, the STATE shall forward documentation to the SHPO for comment. The Utah SHPO shall notify the STATE within twenty-one (21) days whether it concurs or objects to the determination. When the SHPO concurs with the STATES finding of "No Adverse Effect," the undertaking may proceed.
3. When the SHPO objects to a determination of "No Adverse Effect" pursuant to IV.B.2, or if the STATE determines that the undertaking will have an "Adverse Effect" the STATE shall consult with the Utah SHPO to determine the appropriate mitigation measures.
4. Should the Utah SHPO disagree with the STATE'S determination of effect, it shall consult further with the STATE to resolve the disagreement. If an agreement cannot be reached, the STATE shall consult with the COUNCIL in accordance with Stipulation XIII.

C. Relocation of Historic and Contributing Buildings: The STATE shall consult with the SHPO prior to the approval of plans for the relocation of historic properties when historic properties are proposed for relocation as part of the implementation of a CDBG, HOME, ESG or HOPWA project.

D. Demolition: The STATE shall not proceed with the demolition of contributing buildings within an historic district or properties listed on or eligible for listing on the National Register until the procedures set forth in Stipulation IV.D are completed.

1. The STATE shall forward documentation to the SHPO for each historic property or group of properties proposed for demolition and the documents outlined in Stipulation V.A.1), to include the reason for demolition, a recent structural analysis, a summary of alternatives considered, future plans for the site, the proposed mitigation plan, and the views of the public.
2. If the STATE determines that the proposed demolition is the most feasible Alternative, the STATE shall notify the COUNCIL and initiate the consultation process set forth in 36 CFR section 800.6(b), and continue consultation with the SHPO.

E. New Construction: The STATE shall ensure that the design of new construction, in-fill construction, or additions to historic buildings is compatible with the historic qualities of the historic district or adjacent historic buildings in terms of size, scale, massing, design, color,

features, and materials, and is responsive to the recommended approaches for new construction set forth in the Standards.

1. The SUB-RECIPIENT shall develop preliminary design plans, in consultation with the STATE. Final plans and specifications will be submitted to the SHPO for review and comment prior to the initiation of construction activities.
2. The SUB-RECIPIENT shall follow discovery clauses for archaeology as described in Section IX of this agreement, in consultation with the STATE.

V. RESOLUTION OF ADVERSE EFFECTS

A. If the STATE, in consultation with the SHPO, determines that a project meets the Criteria of Adverse Effect, the STATE shall consult with the SHPO to determine how historic properties should be treated in accordance with 36 CFR section 800.

- 1) The SUB-RECIPIENT, in consultation with the STATE, shall submit background documentation to include, an analysis of alternatives, recent structural reports or assessments of conditions, cost estimates for rehabilitation, programmatic and economic considerations, and marketing studies.
- 2) If the STATE, in consultation with the SHPO, determines that the proposed demolition is an acceptable loss, or no prudent and feasible alternatives exist to implementing the undertaking without adverse effects or mitigating circumstances exists, the SHPO and the STATE shall consult via the process set forth in 36 CFR section 800.6(b) and execute a Memorandum of Agreement to mitigate for the loss.

VI. EMERGENCY UNDERTAKINGS

When emergency demolition is required for historic properties associated with CDBG, HOME, ESG and HOPWA programs activities, the STATE shall allow the SHPO five (5) business days to respond, if the nature of the emergency allows. The existence of an emergency situation shall be based upon the need to eliminate an imminent threat to the health and safety of residents as identified by local or county building inspectors, fire department officials, or other local county officials.

1. The STATE shall forward documentation to the SHPO for review immediately upon notification that an emergency exists. Documentation should include a) the nature of the emergency; b) the historic property involved; c) the current condition of the building, including photographs; and d) the time-frame allowed by local officials to respond to, or correct, the emergency situation.
2. The STATE shall ensure that any mitigation measures recommended by the SHPO are implemented, if feasible.

VII. REVIEW OF MODIFICATIONS TO APPROVED ACTIVITIES.

The STATE shall notify the SHPO of any modifications to approved work write-ups, plans and specifications previously approved under the terms of this Programmatic Agreement.

1. If the STATE, in consultation with the SHPO, determines that modifications to a previously reviewed project will not affect or adversely affect historic properties, the SUB-RECIPIENT may proceed with the undertaking.
2. If the STATE, in consultation with the SHPO, determines that modifications to a project or the inclusion of additional properties will adversely affect historic properties, the STATE follow the procedures in accordance with Section V of this agreement.

VIII. DISCOVERY.

The STATE shall notify the SHPO immediately if unidentified historic properties are discovered during the implementation of project activities previously approved under the terms of this Programmatic Agreement or unexpected affects to known historic properties occur.

1. The STATE shall forward appropriate documentation to the SHPO, to include the location of the property, photographs, and any relevant descriptive information, so that the SHPO can consult to evaluate the properties in accordance with Stipulation III.
2. If the STATE, in consultation with the SHPO, determines that the historic properties are eligible for listing on the National Register and that the historic properties cannot be avoided during implementation project activities, the STATE shall consult with the SHPO to develop an appropriate treatment plan or Standard Mitigation Measures Agreement in accordance with Stipulation IV. The plan or agreement will be developed within five (5) business days after sites are determined eligible unless otherwise agreed.
3. The STATE shall ensure that the SUB-RECIPIENT implements the plan or agreement upon approval by the SHPO.

IX. PUBLIC INVOLVEMENT

A. The STATE, in consultation with the SHPO, shall determine the public interest in the Small Cities CDBG, HOME, ESG and HOPWA programs activities which have the potential to affect historic properties by informing the public about historic properties while meeting its public participation requirements as set forth in the regulations for the CDBG, HOME, ESG and HOPWA programs and in complying with 24 CFR Part 58. The STATE shall notify the SHPO of the public interest in any project activities covered under the terms of this Programmatic Agreement.

B. The STATE or the SHPO may invite interested persons to participate as consulting parties in the consultation process for adverse effects in accordance with 36 CFR 800.2(c)

C. At any time during the implementation of the measures stipulated in this Programmatic Agreement, should the public raise an objection pertaining to the treatment of an historic property, the STATE shall notify the SHPO and take the objection into account. The STATE, and the SHPO, or COUNCIL, when requested by the objector, shall consult to resolve the objection.

X. TRIBAL CONSULTATION

The STATE will conduct its government-to-government responsibilities with Indian tribes. These responsibilities are included in the NHPA Section 106 and its implementing regulations at 36 CFR Part 800, the Native American Graves Protection Act (NAGPRA), and all other applicable statutes, regulations, and policies guiding HUD's delegated government-to-government consultation efforts with America's tribal nations.

XI. ADMINISTRATIVE COORDINATION

A. The SHPO shall provide comments within thirty (30) days for reviews required under the terms of this Programmatic Agreement unless otherwise specified. In the event that the SHPO fails to comment within the time period specified or thirty (30) days, whichever may be the case, the STATE can assume that the SHPO concurs.

B. The STATE shall conduct bi-annual training workshops for SUB-RECIPIENTS to review the requirements of this Programmatic Agreement. The SHPO may assist with such training, if so requested, and provide the STATE with guidance materials related to implementation of the terms of the Programmatic Agreement.

C. The STATE shall ensure that the SUB-RECIPIENT, or the STATE when it has acted on behalf of the SUB-RECIPIENT, document program activities which involve historic properties and were subject to the terms of this Programmatic Agreement in individual project or environmental files. Each project file shall include at a minimum, 1) documentation why one of the exemptions from review is applicable; 2) comments from qualified professionals or the SHPO regarding the National Register eligibility of the property; 3) proposed treatment of historic properties; 4) before and after photographs; 5) work write-ups; and, 6) the date the project was completed. This information shall be available for review by the SHPO or COUNCIL following reasonable notice.

D. The STATE shall conduct periodic monitoring visits of SUB-RECIPIENTS' project sites to ensure compliance with actions, plans, documents, and agreements approved by the SHPO or COUNCIL pursuant to this Programmatic Agreement.

XII. COORDINATION WITH OTHER HUD AND FEDERAL PROGRAMS

A. A City or County CDBG entitlement community or a Small City that has executed a Programmatic Agreement with the SHPO and COUNCIL that covers the administration of its CDBG, HOME, ESG and HOPWA programs shall use its existing Programmatic

Agreement in lieu of this Agreement when it is the SUB-RECIPIENT of the CDBG, HOME, ESG and HOPWA funds as defined by the terms of this PA.

B. The STATE may coordinate with HUD and other Federal agencies in the review of activities covered by the terms of this Programmatic Agreement when HUD or the Federal agencies have or may allocate funds to be used in conjunction with CDBG, HOME, ESG or HOPWA Program activities. HUD or Federal agency officials shall notify the SHPO early during project planning if their intent is to coordinate with the STATE to comply with the terms of this Programmatic Agreement for an undertaking.

XIII. DISPUTE RESOLUTION

A. Should any party to this agreement object within the time frames outlined in this agreement to any plans, specifications, or actions provided for review pursuant to this Programmatic Agreement, the STATE shall consult with the objecting party to resolve the objection. If the STATE determines that the objection cannot be resolved, the STATE shall forward all documentation relevant to the dispute to the COUNCIL. Within thirty (30) calendar days after receipt of all pertinent documentation, the COUNCIL will either:

1. provide the STATE with recommendations or comments which the STATE will take into account in reaching a final decision regarding the dispute; or
2. notify the STATE that it will comment pursuant to 36 CFR 800.6(b) and proceed to comment. Any COUNCIL comment provided in response to such a request will be taken into account by the STATE with reference to the subject of the dispute.

B. Any recommendation or comment provided by the COUNCIL in response to such a request will be understood to pertain only to the subject of the dispute; the STATE'S responsibility to carry out all actions under this agreement that are not the subject of the dispute will remain unchanged.

XIV. MONITORING

The SHPO and the COUNCIL may monitor any activities carried out pursuant to this Agreement and the COUNCIL will review any activities if requested. The STATE will cooperate with the SHPO and COUNCIL should they request to monitor or to review project files for activities at specific project sites.

XV. EFFECTIVE DATE & DURATION

This Programmatic Agreement shall take effect on the date it is signed by the STATE, the SHPO, and the COUNCIL. The Programmatic Agreement will remain in effect in full force for 10 years after the signing date, unless terminated pursuant to Stipulation XVII. It may be renewed if agreed upon by all parties at that time. This PA shall be reviewed for modifications at any time.

XVI. AMENDMENTS

Any party to this Programmatic Agreement may request that it be amended or modified, whereupon the STATE, SHPO, and Council will consult in accordance with 36 CFR 800.13 to consider such revisions.

XVII. TERMINATION

Any party to this Programmatic Agreement may terminate the Agreement by providing thirty (30) calendar days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

APPENDIX 1

The STATE, in consultation with the State, the Utah SHPO, and the COUNCIL, has determined the following activities are routinely found to have "**limited effect**" on historic properties and the Utah SHPO and Council concur that these activities will not require project review by either the Utah SHPO or Council pursuant to Stipulation II.A:

1. Grants or loans to participants in the Economic Revolving Loan Fund Programs for working capital, equipment, furniture, fixtures, debt refinancing and acquisition of building for reuse. Such activities shall require review by SHPO if activities involve or make changes to structures which are fifty (50) years of age or older, as herein described in the PA.
2. Upgrading of existing curbs, sidewalks, hike/bike trails, park improvements, or other public improvements, except where historic materials, i.e., features which are at least 50 years old, retain their integrity from the historic period, and exhibit distinctive materials, methods of construction, or elements of design that would contribute to the character of National Register historic sites or districts, and are being replaced or resurfaced with other materials.
3. Resurfacing or repair of existing roads, streets, alleyways, sidewalks, driveways, and curbs, or alleyways provided that work is done in-kind to closely match existing materials and form, and there are only minimal changes in dimension or configuration of these features, except where historic materials, i.e., features which are at least fifty (50) years old, retain their integrity from the historic period and exhibit distinctive materials, methods of construction, or elements of design that would contribute to the character of National Register historic sites or districts, are being replaced or resurfaced, or where new (or extensions of existing) streets or alleyways encroach on properties, park strips, or landscaped medians fifty (50) years of age or older.
4. Planting, removal, or trimming of trees and sod installation, except on Historic Properties where landscaping or setting is a contributing element to such property's listing or eligibility on the National Register of Historic Places, or where a sprinkling system will spray onto the historic building.
5. Repair or replacement of water, gas, electrical, telephone, storm, and sewer lines if it occurs within the dimensions of the original trench and does not appear to effect structures of fifty (50) years of age or older.
6. Projects consisting of grants or loans to be applied to the purchase (down payment, mortgage prepayment, and/or closing costs) or residences or businesses.
7. Acquisition of real property (including air rights, water rights, and other interests therein) unless the acquired property is intended for a different use than its present purpose and which is limited to the legal transfer of ownership with no physical improvements proposed.
8. Planning studies, administrative/engineering/design costs.
9. Any of the following types of rehabilitation project activities which have minimal impact on the historic fabric of a building:

a. Demolition and rehabilitation on a non-historic property, except when a proposed addition to an existing property may impact a surrounding historic district.

b. Repair, replacement, modification, or installation of the following systems provided that such work does not alter the defining features such as lowering of ceilings or placing mechanical units on visible portions of roofs or in windows, or affect the exterior or require the installation of new ducts through the interior:

- 1) electrical work,
- 2) plumbing pipes and fixtures,
- 3) heating system improvements,
- 4) installation of fire detectors,
- 5) ventilation systems; and
- 6) bathroom improvements where work is contained within the existing bathroom.

c. Repainting of exterior surfaces provided that destructive surface preparation treatments, including, but not limited to water blasting, sandblasting, and chemical cleaning are not used. Removal of damaged or deteriorated paint on wood surfaces with hand scraping and hand sanding and heat plates or heat guns to the next sound layer.

d. Caulking, provided the color of the caulking blends in with the building; weather-stripping, re-glazing and repainting of windows; water heater insulation wraps; insulation in attics, basements, crawl spaces, beneath floors, walls and around pipes and ducts provided that the installation of all such insulation can be accomplished without permanent visual changes in the interior and/or exterior finish materials and that it is installed with appropriate vapor barriers, and within wall cavities provided that decorative interior plaster, woodwork, or exterior siding is not altered or damaged. The proposed use of urea formaldehyde insulation, exterior "blow-in" insulation and storm doors and windows are not exempt from review.

e. Repair of existing windows or replacement of non-historic windows with a window that matches the size, color, profile and configuration of the historic windows and is compatible with the visual qualities and historic character of the building (flat profile aluminum windows with muntins sandwiched between panes of glass or glued on the glass are not exempted from review under this provision). The window finish shall be either painted, baked enamel or vinyl clad. Mill finish aluminum and anodized finishes do not meet the Standards.

f. Repair or replacement of historic awnings when work is done in-kind to closely match existing materials and form.

g. Roof repair or replacement of historic roofing with material which closely matches the existing material and form. For example, replacing a roof which historically wood shingles with new wood shingles or dark gray or black architectural grade composition shingles. Roofing material shall not be an unusual or unique color or texture

to the particular style of structure. Cement asbestos shingles may be replaced with asphalt based shingles.

h. Repair, replacement, or installation of gutters and downspouts.

i. Installation of insulation in ceilings, attic, and basement spaces.

j. Repair or removal of suspended ceiling tile.

k. Replacement of non-significant flat stock trim.

l. Treatment of interior surfaces (floor repairs, stair repairs, wall and ceiling repairs, installation of new cabinets and appliances in kitchens where no historic molding, windows or doors will be impacted, new bathroom fixtures, when the new fixtures do not impact existing doors and windows, repair of interior doors, installation of security devices such as dead bolts, door locks, window latches, and door peepholes [this does not include security doors or bars on windows] when work is limited to repainting, refinishing, re-papering, replacing sheetrock with sheetrock, replacing failing asbestos plaster with plaster sheetrock, or laying carpet or sheet flooring. Changing walls in secondary locations such as bedrooms, kitchens and bathrooms as long as the new walls do not intersect windows.

m. Interior lead paint abatement when it is limited to washing, scraping and re-painting, wallpapering, and chemical stripping of lead-painted surfaces. Exterior lead paint abatement that includes scraping and repainting of exterior wood and masonry surfaces.

n. Repair or replacement of fencing when work is done in-kind to closely match existing historic material and form.

o. Cleaning of masonry surfaces with low-pressure water and detergent (less than 400 psi) after a test patch has been done on an inconspicuous location to ensure the masonry will not be damaged.

p. Repair of foundations and structural features of the building when the action does not require the removal or alternation of the historic architectural building fabric or the introduction of new kinds of materials not already present such as sealers, gunite, etc.

q. Repointing masonry and stone if the old mortar is removed by hand, i.e., No power saws and the new mortar is the same color, tooling and strength as the historic mortar. Generally, this means one part lime to two parts sand. Astm c150, type ii (white non-staining) portland cement may be added to the repointing mortar to increase workability and to achieve whiteness in color; however, no more than 20 percent of the total volume of the lime and portland cement shall be cement.

r. Control of insects, rodents, or other pests when the method does not visibly impact the historic fabric of the building.

10. Rehabilitation of Existing Public Improvements: Improvements to existing sewer, water, road, sidewalk, curb systems, or like property improvements shall not require Utah SHPO review, except where such features are at least 50 years old, retain their integrity from the historic period, or exhibit distinctive materials, methods of construction, or elements of design that would contribute to the character of National Register historic sites or districts.

EXECUTION AND IMPLEMENTATION of this Programmatic Agreement evidences that the STATE has satisfied its Section 106 responsibilities for all individual undertakings of the State administered Small Cities Community Development Block Grant, HOME Investment Partnership Program, Emergency Solutions Grant, and Housing Opportunities for People with Aids Programs.

STATE OF UTAH

JONATHON HARDY, DIVISION DIRECTOR, HCDD, Date

DONALD HARTLEY, UTAH STATE HISTOIC PRESERVATION OFFICER
DIRECTOR OF THE DIVISION OF STATE HISTORY, Date

ADVISORY COUNCIL ON HISTORIC PRESERVATION
